

ORIGINAL-WHITE

DUPLICATE-YELLOW

TRIPLICATE-PINK

RECEIPT FOR PAYMENT

UNITED STATES DISTRICT COURT

for the

SOUTHERN DISTRICT OF NEW YORK

E 626862

RECEIVED FROM

Quinn Emanuel
07cv8018

Complaint

Fund

6855XX
604700

508800

085000

086900

322340

322350

322360

143500

322380

322386

121000

129900

504100

613300

510000

510100

Deposit Funds

Registry Funds

General and Special Funds

Immigration Fees

Attorney Admission Fees

Filing Fees

Sale of Publications

Copy Fees

Miscellaneous Fees

Interest

Recoveries of Court Costs

Restitution to U.S. Government

Conscience Fund

Gifts

Crime Victims Fund

Unclaimed Monies

Civil Filing Fee (1/2)

Registry Fee

INVOICE #82218

DATE/TIME: 9/12/2007 4:24:23 PM

CASHIER: LATECIA

STATION: 01

1 COMPLAINT 4/06 \$350.00

086900 \$60.

510000 \$190.00

086400 \$100.00

GRAND TOTAL \$350.00

Checks and drafts are accepted subject to collection and full credit will only be given when the check or draft has been accepted by the financial institution on which it was drawn.

DATE:

20

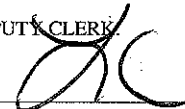
Cash

Check

M.O.

Credit

DEPUTY CLERK



JUDGE HOLWELL

AO 440 (Rev. 10/93) Summons in a Civil Action

United States District Court

SOUTHERN

DISTRICT OF

NEW YORK

ADAM COREY

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

YORK SEVENTY FOUR, LLC, a New York
Limited Liability Company, and
STEVEN HEIBERGER

07 CIV 8018

TO: (Name and address of defendant)

Steven Heiberger
York Seventy Four, LLC.
3180 Expressway Drive South
Islandia, NY 11749

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Kevin Reed, Esq.
Quinn Emanuel Urquhart Oliver & Hedges, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010
(212) 849-7000

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

SEP 12 2007

CLERK

DATE

BY DEPUTY CLERK

AO 440 (Rev. 10/93) Summons in a Civil Action

| RETURN OF SERVICE | | |
|--|----------|-------|
| Service of the Summons and Complaint was made by me ¹ | | DATE |
| NAME OF SERVER (PRINT) | | TITLE |
| <i>Check one box below to indicate appropriate method of service</i> | | |
| <input type="checkbox"/> Served personally upon the defendant. Place where served: _____ _____ | | |
| <input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____ | | |
| <input type="checkbox"/> Returned unexecuted: _____ _____ _____ | | |
| <input type="checkbox"/> Other (specify): _____ _____ _____ | | |
| STATEMENT OF SERVICE FEES | | |
| TRAVEL | SERVICES | TOTAL |
| DECLARATION OF SERVER | | |
| <p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____ Date</p> <p style="text-align: right;">_____ Signature of Server</p> <p style="text-align: right;">_____ Address of Server</p> | | |

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

(PLACE AN X IN ONE BOX ONLY)

☒ 1 Original Proceeding ☐ 2a. Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from (Specify District) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judge Judgment

☐ 2b. Removed from State Court AND at least one party is a pro se litigant

ORIGIN

(PLACE AN X IN ONE BOX ONLY)

☐ 1 U.S. PLAINTIFF ☐ 2 U.S. DEFENDANT ☐ 3 FEDERAL QUESTION (U.S. NOT A PARTY) ☒ 4 DIVERSITY

IF DIVERSITY, INDICATE
CITIZENSHIP BELOW.
(28 USC 1332, 1441)

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

| | | | | | |
|--------------------------|--|---|--|---|--------------------|
| CITIZEN OF THIS STATE | PTF DEF [] [] | CITIZEN OR SUBJECT OF A FOREIGN COUNTRY | PTF DEF [] [] | INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE | PTF DEF [] [] |
| CITIZEN OF ANOTHER STATE | <input checked="" type="checkbox"/> 2a [] [] | INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE | <input checked="" type="checkbox"/> 14 [] [] | FOREIGN NATION | [] [] |

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Plaintiff is a resident of Utah County, UT.

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Defendant York Seventy Four is a limited liability company in New York County, NY.

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Steven Heiberger

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ FOLEY SQUARE
(DO NOT check either box if this is a PRISONER PETITION.)

DATE

SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT

9/12/07
RECEIPT #



☐ NO
☒ YES (DATE ADMITTED Mo. 11 Yr. 94)
Attorney Bar Code #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

J Michael McMahon, Clerk of Court by _____ Deputy Clerk, DATED _____

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

JUDGE HOLWELL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CIV 8018

-----x
ADAM COREY

Plaintiff,

vs.

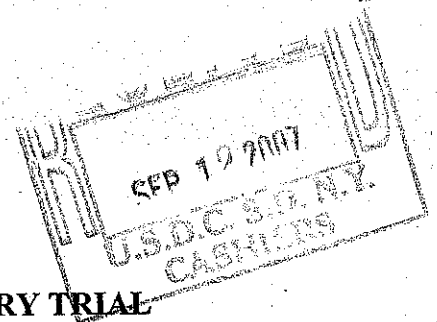
YORK SEVENTY FOUR, LLC, a New
York Limited Liability Company, and
STEVEN HEIBERGER

Defendants.
-----x

Case No.

COMPLAINT

DEMAND FOR JURY TRIAL



COMPLAINT

Plaintiff Adam Corey ("Corey"), through his attorneys Quinn Emanuel Urquhart Oliver & Hedges LLP, for its Complaint against Defendants York Seventy Four, LLC and Steven Heiberger ("Heiberger") (collectively, "Defendants"), alleges as follows:

STATEMENT OF THE CASE

1. This is an action to recover payment on a debt that is due and owing to plaintiff Corey as a result of Defendants' failure to pay a sum certain pursuant to a contract between the parties.
2. Plaintiff Corey sold an internet-based business to defendants, and pursuant to the contract, transferred to Defendants all of his right, title and interest to three internet domain names and certain information related to the business, including editorial content, advertising information, and files related thereto.
3. Defendants have paid only eighteen thousand dollars (\$18,000) of the purchase price, and still owe Corey the sum of ninety four thousand dollars (\$94,000).

THE PARTIES

4. Plaintiff Adam Corey is an individual residing in Utah county, Utah.

5. Plaintiff is informed and believes, and thereon alleges that Defendant York Seventy Four, LLC ("York Seventy Four") is a limited liability company located in New York County and organized under the laws of New York with its principal place of business at 3180 Expressway Drive South, Islandia, NY, 11749.

6. Plaintiff is informed and believes, and thereon alleges that defendant Steven Heiberger is an individual residing in Suffolk County, New York. Plaintiff is informed and believes, and thereon alleges, that defendant Steven Heiberger is the sole member of York Seventy Four, and is the principal and alter ego of York Seventy Four.

7. Plaintiff is informed and believes, and thereon alleges, that there now exists, and at all times mentioned herein there has existed, a unity between York Seventy Four and Heiberger such that any individuality and separateness between these Defendants has ceased, and that Defendants are the alter egos of each other. Adherence to the fiction of the separate existence of said Defendants distinct from each other would promote form over substance and cause injustice.

JURISDICTION AND VENUE

8. Plaintiff brings this action for breach of contract, unjust enrichment, conversion, and constructive trust. This Court has jurisdiction based on diversity of citizenship, pursuant to 28 U.S.C. § 1332, because Corey on the one hand and York Seventy Four and Heiberger on the other hand do not share common state citizenship and the amount in controversy exceeds \$75,000, exclusive of interests and costs.

9. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(a) and 1391(c).

BACKGROUND ALLEGATIONS

10. On or about January 8, 2007, Corey and Defendants entered into a contract whereby Corey agreed to sell to Defendants his internet-based business operating websites with the domain names "PUBLICRECORDSINFO.COM", "LAND-RECORDS.COM" and "ARREST-RECORDS.NET" (the "Business"), for the sum of \$97,000.

11. The Business consisted of owning and operating three websites setting forth convenient compilations of publicly available data that can be used by family historians, genealogists, people interested in performing background checks and others. The Business earned revenues by selling space on its websites to advertisers. Corey operated the Business from 2002 to the beginning of 2007.

12. On information and belief, Defendants are the owners, officers, managers and/or operators of the website "RECORDS.COM" and other websites and internet businesses.

13. Defendant Heiberger approached Corey in early 2006, asking if Corey was interested in selling the Business to Heiberger. Corey was not interested in selling the Business at that time.

14. Later in 2006, Corey approached Heiberger to see if Heiberger was still interested in purchasing the Business.

15. On or around January 8-9, 2007, Corey and Heiberger signed a contract between Corey and York Seventy Four dated January 8, 2007 ("the Contract") for the sale of the Business to Defendants. A copy of the Contract is attached hereto as Exhibit A. The Contract is governed by the laws of the state of Utah.

16. Shortly after signing the Contract, Corey transferred his right, title and interest to the domain names "PUBLICRECORDSINFO.COM", "LAND-RECORDS.COM" and

"ARREST-RECORDS.NET" to Defendants, and transferred all the files and content related to the Business to Defendants.

17. Shortly after signing the contract, Defendants paid the down payment of \$8,000 to Corey pursuant to paragraph 4 of the Contract.

18. On or around April 24-25, 2007, Corey and Heiberger signed an amendment to the contract modifying the payment terms of the contract (the "Amendment"). A copy of the Amendment is attached hereto as Exhibit B.

19. In or around June 2007, Defendants paid Corey \$10,000 towards the purchase price set forth in the Contract and Amendment.

DEFENDANTS' UNLAWFUL CONDUCT

20. Defendants have operated the Business continually since January 2007 and continue to operate the Business and earn revenue from the Business.

21. Except for the payments set for above, defendants have made no further payments to Corey.

22. Pursuant to the paragraph 5 of the Contract and Amendment and paragraphs 1 and 2 of the Amendment, Defendants owe Corey the sum of ninety four thousand dollars (\$94,000), plus interest in the amount provided by law.

COUNT I – BREACH OF CONTRACT

23. Plaintiff hereby realleges and incorporates by reference the allegations of paragraphs 1 through 22 of this Complaint.

24. Corey and Defendants entered into the Contract and the Amendment.

25. All conditions of the Contract and Amendment have been met or excused.

26. Corey performed his duties and obligations pursuant to the Contract by

transferring to Defendants the domain names, files and content as set forth in the Contract.

27. Defendants have failed to perform their duties and obligations pursuant to the Contract by failing to pay Corey ninety four thousand dollars (\$94,000) toward the purchase price set forth in the Contract and Amendment.

28. As a result of Defendants' breach of contract, Corey has been damaged thereby.

COUNT II – UNJUST ENRICHMENT

29. Plaintiff hereby realleges and incorporates by reference the allegations of paragraphs 1 through 28 of this Complaint.

30. Defendants have received a benefit of receiving Corey's right and interest in the Business and the assets of the Business, including the right to publish information on the domain names "PUBLICRECORDSINFO.COM", "LAND-RECORDS.COM" and "ARREST-RECORDS.NET," and the content and the files of the business, and has earned revenue therefrom.

31. Defendants have knowingly accepted the benefit of obtaining the Business and the assets of the Business.

32. It is inequitable for Defendants to be permitted to retain the benefit they have received in obtaining the Business and the assets of the Business without paying for its value.

COUNT III – CONVERSION

33. Plaintiff hereby realleges and incorporates by reference the allegations of paragraphs 1 through 32 of this Complaint.

34. Defendants have willfully interfered with Corey's possession of the Business and his possession of the assets of the Business and the domain names "PUBLICRECORDSINFO.COM", "LAND-RECORDS.COM" and "ARREST-

RECORDS.NET."

35. Defendants' interference with Corey's possession of the Business was done without lawful justification.

36. Defendants' interference has deprived Corey of the domain names "PUBLICRECORDSINFO.COM", "LAND-RECORDS.COM" and "ARREST-RECORDS.NET" and of his use and possession of the Business and the assets of the Business, and Corey has been damaged therefrom.

COUNT IV – CONSTRUCTIVE TRUST

37. Plaintiff hereby realleges and incorporates by reference the allegations of paragraphs 1 through 36 of this Complaint.

38. Defendants have committed the wrongful acts set forth in paragraphs 1 through 34 of this Complaint.

39. As a result of Defendants' wrongful acts, they have been unjustly enriched by operating the Business, selling advertising and collecting advertising revenues.

40. The sums owed to Corey by Defendants are directly tied to Defendants' wrongful behavior.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for a judgment in its favor and against Defendants ordering:

a. a declaration by the Court that a breach of the Contract and Amendment has occurred;

b. judgment for Corey in the principal amount of \$94,000 owed pursuant to the

Contract and Amendment;

c. an accounting and a disgorgement of profits earned by Defendants in operating the Business;

d. That Plaintiff have and recover punitive damages;

e. interest in the maximum amount permitted by law;

f. That Plaintiff have and recover its reasonable attorneys' fees;

g. That Plaintiff have and recover its taxable costs and disbursements herein;

h. That Plaintiff have such other and further relief as the Court may deem just and

proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a jury trial on all issues triable to a jury.

DATED: New York, New York
September 11, 2007

QUINN EMANUEL URQUHART OLIVER &
HEDGES, LLP

By: 

Kevin S. Reed

51 Madison Avenue, 22nd Floor
New York, New York 10010
Tel: (212) 849-7000
Fax: (212) 849-7100

ATTORNEYS FOR ADAM COREY

Of Counsel:

QUINN EMANUEL URQUHART OLIVER
& HEDGES, LLP
Aaron Craig
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Tel: (213) 443-3000
Fax: (213) 443-3100

EXHIBIT A

Received: 7/10/07 12:52PM;

801-785-7101 -> QUINN EMANUEL; Page 2

07/10/2007 13:25 801-785-7101

ILEAD MEDIA

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AGREEMENT

Agreement made this 8 day of January, 2007 between Adam Corey whose address is 1418 East 2375 North, Lehi, Utah 84043 ("hereinafter "Seller") and York Seventy Four LLC, a New York limited liability corporation with offices at 3180 Expressway Drive South, Islandia, NY 11749 (hereinafter "Purchaser"); WHEREAS, Seller is the current owner and registrant listed in the records of Godaddy.com, Inc. as the owner of the Internet domain names PUBLICRECORDSINFO.COM, LAND-RECORDS.COM AND ARREST-RECORDS.NET (hereinafter the "Domain Names"), and WHEREAS, Purchaser desires to purchase from Seller the Domain Names and to acquire from Seller all right, title and interest of Seller in or associated with the Domain Names, as well as all content under the Domain Names as hereinafter defined, and Seller desires to sell and transfer same to Purchaser on the terms and conditions herein set forth, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Seller:** Adam Corey, 1418 East 2375 North, Lehi, Utah 84043
2. **Purchaser:** York Seventy Four, LLC, 3180 Expressway Drive South, Islandia, NY 11749
3. **Purchase Price: \$97,000. USD** (Collectively the "Domain Names, Content and Files") for the Exclusive rights, title and interest to the domain names and web sites: Publicrecordsinfo.com, Land-Records.com and arrest-records.net. (including but not limited to all content, files and domain name registration rights) All content and files shall become the exclusive property of purchaser and may not be duplicated or reproduced by seller.
4. **Down Payment:** Upon Acceptance and Execution of this agreement the amount of \$8,000.00 USD shall be delivered to Seller *by certified check or bank check*
5. **Balance of Purchase Price:** Balance of purchase price in the amount of \$89,000.00 USD shall be delivered to Seller 60 days from date of this agreement, by certified check or bank check.
6. **Transfer of Files, Content and Domain Names:** Upon acceptance of this agreement and receipt of down payment of \$8,000. Seller agrees to transfer all content, files and domain names to Purchaser. Domain names will be transferred to Purchaser's account at Godaddy.com.
7. **Option to Purchase:** Seller agrees to give purchaser the right of first refusal to purchase the domain names, web sites and content of Freegensearch.com and Highschoolfinder.com.
8. **Sellers Representations:** Seller represents and warrants (i) that Seller is the exclusive owner of the Domain Names, Content and Files. (ii) Seller represents that Seller possesses all rights, title and interest in and to the Domain Names, Content and Files, (iii) that Seller has the power to enter into this AGREEMENT, (iv) that the Domain Names do not infringe on the rights of any other person or entity. (iv) that the rights transferred in this Agreement are free of any lien, encumbrance or adverse claim.
9. **Continuing Obligations:** Seller agrees to assist Purchaser, upon request, by taking any reasonable action that may be necessary for the perfecting, securing, and completing of this Agreement, including the execution of documentation by any agency and/or domain registrar responsible for the administration and/or transfer of the Domain Names.

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10. Binding Effect: The covenants and conditions contained in this Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Confidentiality: The parties and their officers, directors, employees and agents shall maintain the down payment and purchase price as confidential and shall not disclose same to third parties except as may be required by law or by either party to the extent necessary to enforce this Agreement or resolve disputes hereunder.

13. This Agreement supersedes any and all prior agreements, understandings, representations and communications, whether oral or written, relating to the subject all of which are merged herein, and represents the entire Agreement of the modification or amendment of this Agreement must be made in a written document parties and such written document must make specific reference to this Agreement.

14. This Agreement is the result of negotiations between the parties and all parties shall be deemed to have drawn this Agreement and accordingly, no adverse inference, interpretation or construction shall be made against any party as the drafter of this Agreement or otherwise.

IN WITNESS WHEREOF, Seller and Purchaser, have caused this Agreement to be executed in duplicate as of the date first above written.

Adam Corey:

By: Adam Corey Date: 01/09/07

York Seventy Four, LLC

By: [Signature] Date: 01/08/2007

EXHIBIT B

Received: 7/10/07 12:53PM;

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Apr 25 07 09:56a

04/24/2007 09:10 801-785-7101

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FILED J.P.1

AMENDMENT TO AGREEMENT

Adam Corey and York Seventy-Four, LLC agree to amend their agreement dated January 8 2007, as follows:

1. The remaining balance of \$89,000.00 is to be paid in full, exactly 83 days after the original deadline of March 9, 2007. The new deadline will be May 31, 2007.
2. An interest fee of \$15,000.00 is also due at the new deadline of May 31, 2007.
3. In no other regards is the Agreement modified.
4. This amendment may be executed in counterparts and signatures transmitted by facsimile or other electronic means shall be deemed to be originals.

Adam Corey:

By:  Date: 4-24-07

York Seventy Four, LLC

By:  Date: 4-25-07